

Appendix X

AGREEMENT

Agreement made this 21st day of December 1964 between United Community Corporation, Newark, New Jersey (hereinafter called the "Employer") and Cyril Tyson, presently residing at 5700 Arlington Avenue, Bronx, New York (hereinafter called the "Employee").

Whereas, the Employer desires to secure the services of the Employee, and the Employee desires to work for the Employer, upon the terms and conditions hereinafter set forth,

Now, Therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Employment. The Employer employs the Employee in an executive capacity to serve as Executive Director of the Employer.
2. Duties. The Employee accepts such employment and agrees to devote his best efforts and his entire time to perform his duties hereunder which shall include such executive services on behalf of the Employer as are of a character required by his executive position in the Employer.
3. Term. The term of employment hereunder shall commence on January 1, 1965, and shall terminate on December 31, 1965 if either party serves ninety days advance written notice of cancellation; in the absence of such notice, the term shall renew automatically for one year under the same terms and conditions unless otherwise mutually agreed, and such renewal shall be repeated in subsequent years in the absence of said notice. However this contract may be terminated for just cause by the Employer with ninety days written notice at any time during the duration of contract.

4. Compensation. The Employer shall pay to the Employee for his services a salary payable on alternate Fridays at the rate of twenty-three thousand (\$23,000) dollars per year during the calendar year 1965, and twenty-four thousand (\$24,000) dollars per year during the subsequent calendar years.

5. Expenses. The Employee shall be entitled to reimbursement from the Employer for all travel and other expenses incurred by him on behalf of the Employer or in connection with his duties hereunder and which in the opinion of the properly designated officials of the Employer seem reasonable ^{and} proper.

The Employer shall reimburse the Employee in an amount not in excess of five hundred (\$500) dollars for out-of-pocket moving expenses not exceeding that amount incurred by the Employee in moving his residence from New York to Newark, New Jersey in order to assume his duties hereunder.

6. It is understood that the arrangement for vacation, retirement, disability and sick leave as developed in the manual for all employees, will apply to Mr. Tyson.

7. Blue Cross-Blue Shield. The Employer will arrange for and pay Blue Cross and Blue Shield protection for the Employees.

8. Entire Agreement. This Agreement and the incorporated by laws contain the entire agreement between the parties hereto, and cannot be changed or terminated orally.

9. Situs. This Agreement shall be governed and construed according to the laws of the State of New Jersey.

10. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Employer and its successors and assigns, and the Employee and his personal representatives.

AGREEMENT

- 5 -

In Witness Whereof, the parties hereto have executed this Agreement on the day and year first above written.

United Community Corporation

By Carrolland Hochel
April D. Tyson
Tyson

Witnessed: